ing rights and equities of creditors. *American Trust & Savings Bank* v. *McGettigan*, 152 Ind. 582. But when once *in custodia legis* it ceases to be subject to seizure and sale on execution without leave of court. *Chalmers* v. *Littlefield*, 103 Me. 271. In their determination of the precise stage in receivership proceedings at which property comes into *custodia legis*, the courts disagree. Maryland, following the old rule, places it at the time when the receiver actually takes possession of the property. *Farmers' Bank* v. *Beaston*, 7 Gill & J. (Md.) 421. The majority of the courts now accept the appointment of the receiver as marking the transition. *Squire* v. *Princeton Lighting Co.*, 72 N. J. Eq. 883. An increasing number of modern decisions, however, place the time as early as possible, and adopt the filing of the bill and service of process as the moment of the passing of the property into the custody of the court. *Riesner* v. *Gulf, Colorado & Santa Fé Ry. Co.*, 89 Tex. 656. This last view recognizes that a greater advantage is obtained by keeping the property intact while the court is deliberating as to its disposition, though the bill may finally be dismissed, than by allowing individual creditors more time in which to go against the property.

SHIPPING — LIABILITY OF SHIPPER OF DANGEROUS GOODS. — The defendant, a transportation company, shipped on a common carrier's barge ferro-silicon, billed as "ordinary cargo." The fumes killed the barge-owner and injured his wife. The defendant knew the name of the chemical, but was ignorant of its dangerous qualities. There was no negligence. *Held*, that the wife can recover. *Bamfield* v. *Goole & Sheffield Transport Co.*, [1910] 2 K. B. 94.

A shipper who knows of the dangerous nature of his goods is liable for any damage resulting from his omission to give notice to the carrier. *Boston & Albany R. Co.* v. *Shanly*, 107 Mass. 568; *Farrant* v. *Barnes*, 11 C. B. N. S. 553. But where neither *scienter* nor negligence is alleged, it has been doubted whether a shipper would be liable. *Per* CROMPTON, J., in *Brass* v. *Maitland*, 6 E. & B. 470, 491; LORD ELLENBOROUGH, C. J., in *Williams* v. *East India Co.*, 3 East 192, 200. The decision in the principal case, however, is not without precedent. *Pierce* v. *Winsor*, 2 Spr. (U. S.) 35; *Brass* v. *Maitland*, *supra*. See *Hearne* v. *Garton*, 2 E. & E. 66. The court rested its decision upon the ground that there was an implied warranty that the goods were safe, and that the shipper was liable for damage occurring from a breach of that warranty. This broad rule is unnecessary for the decision of the case. Billing ferro-silicon as "ordinary cargo" constituted a misrepresentation, and for damage resulting from the carrier's reliance on this description, the shipper should be liable. To imply a warranty that the goods are safe is subject to the two objections that it presumes as a fact what may not be the fact, and that it imposes undue hardship on the shipper.

STATUTES — INTERPRETATION — "PERSON OF THE NEGRO OR BLACK RACE." — A statute made concubinage "between a person of the Caucasian or white race and a person of the negro or black race" a felony. *Held*, that an octoroon (or person having one-eighth negro blood) is not a person of the negro or black race within the meaning of the statute. *State* v. *Treadaway*, 52 So. 500 (La.).

Most of the statutory definitions of the word "negro" are broad enough to include an octoroon. CODE OF ALA., 1907, § 2; GEN. STATS. FLA., 1906, § 1. But wherever the question has been considered by the courts independently of statutory definitions, their conclusions have been in accord with the principal case. *Felix* v. *State*, 18 Ala. 720; *Monroe* v. *Collins*, 17 Oh. St. 665. The miscegenation statutes of other states, where there is no arbitrary definition of the word "negro," to include a case like the present, invariably add to "negro" the words "or mulatto," "or person of negro descent to the third generation inclusive," or the like. STATS. KY., 1909, § 4615; REV. STATS. MO., 1899,